

**Debbie Edwards**

5004 Remington Park Drive • Flower Mound, TX 75028  
Phone: 972-523-7897 • E-Mail: DebbieAEdwards@gmail.com

July 29, 2015

Jason Koye  
Collective  
229 W. 43rd Street, 8th Fl.  
New York, NY 10036

Hi Jason,

The settlement proposed Monday is not acceptable. As we discussed, I do not have access to the AMP or Xactly systems at this time to see how final adjusted revenues netted however on July 3, Edwards Q2 revenues were at \$1,069,658.46. At 4.26% commission per the commission template excel attached my Q2 earned commissions should be at \$45,567.43.

I worked exceedingly hard to close, manage and fulfill my 2015 revenues for Collective in good faith that I would be compensated a percentage of those revenues. At the announcement of my two week notice and the period following - no one at Collective said there was any question that I would receive Q2 commissions until my exit interview on at the end of day Thursday, July 2.

I have been a top sales performer for Collective and a team player going above and beyond the call of duty. I was thorough, positive and professional in my transition of accounts upon my departure to ensure a seamless transition and Collective's continued success in my territory. There are millions of dollars in Q3 and Q4 2015 revenues I have generated signed contracts for which I am not trying to lay claim.

I have read through The Sales Compensation Plan Summary a dozen times now and it is at best unclear and contradictory. The interpretation I had of the agreement, why I signed it, and what had been discussed when I discussed my two-week notice was Section 3: ***Termination of a commission sales professional's employment shall not void the liability of the Company to the commission sales professional for commissions earned prior to the effective date of such termination.***

I have consulted with a NY employment attorney and he assures me NY courts are likely to side with the employee under these circumstances. In addition, attorney fees, court costs, and possible punitive damages will no doubt add up to a much greater expense to Collective than a negotiated settlement.

I would like to part ways amicably with Collective. I would be willing to take the estimated \$45,567.43 (I will use AMP's final billable numbers) in commission less 20% in broad consideration for any receivables Collective may not collect. In addition I would be willing to sign a NDA and agree to cease this and any future legal action against Collective and their employees.

Please discuss this with Joe and let me know by no later than Monday, August 10, 2015, if this is agreeable. Otherwise I will have no choice but to file suit.

Sincerely,

Debbie Edwards

Debbie Edwards	June 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (B/CL)	\$	12,751.00	NO	N/A	\$	-
Debbie Edwards	June 2015	French Market Coffee-French Market Coffee Disp (C/1A)	\$	-	NO	N/A	\$	-
Debbie Edwards	June 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/1A)	\$	7,093.58	NO	N/A	\$	-
Debbie Edwards	June 2015	GORVing, Inc.(The Richards Group)-GORVing Video 2015 (B/CL)	\$	24,842.73	NO	N/A	\$	-
Debbie Edwards	June 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/CL)	\$	3,721.35	NO	N/A	\$	-
Debbie Edwards	June 2015	MDA Regional Care Centers(The Richards Group)-MDA Anderson Leadership (B/CL)	\$	1,200.49	NO	N/A	\$	-
Debbie Edwards	June 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (B/CL)	\$	14,958.41	NO	N/A	\$	-
Debbie Edwards	June 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (B/CL)	\$	-	NO	N/A	\$	-
Debbie Edwards	June 2015	Pancreatic Cancer Action Network(The Richards Group)-Pancreatic Cancer Action (B/CL)	\$	13,534.05	NO	N/A	\$	-
Debbie Edwards	June 2015	QuikTrip(The Richards Group)-2015 Promotional Plan (B/CL)	\$	42,056.05	NO	N/A	\$	-
Debbie Edwards	June 2015	Salvation Army 2015 Disaster Relief (B/CL)	\$	-	NO	N/A	\$	-
Debbie Edwards	June 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$	0.23	NO	N/A	\$	-
Debbie Edwards	June 2015	Summer's Eve 2015 Video (B/CL)	\$	3,257.64	NO	N/A	\$	-
Debbie Edwards	June 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (B/CL)	\$	17,748.40	NO	N/A	\$	-
Debbie Edwards	June 2015	Superior Automotive Group(The Richards Group)-2H Launch (B/CL)	\$	2,217.36	NO	N/A	\$	-
Debbie Edwards	June 2015	Texas Scottish Rite Hospital for Children (B/CL)	\$	2,099.19	NO	N/A	\$	-
Debbie Edwards	June 2015	Texas Scottish Rite Hospital for Children(The Richards Group)-HEAVY UP (B/CL)	\$	2,118.51	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Continental Video 2015 (DR/AM)	\$	19,433.42	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Generac Video 2015 (DR/AM)	\$	16,302.75	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/AM)	\$	51,597.49	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/AM)	\$	1,064,296.61	NO	N/A	\$	13,395.25

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## Gross Revenue

Edwards	April 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (C/JA)	\$28,489.32	PAID	June	\$	1,214.30
Edwards	April 2015	Gardner Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$16,611.64	PAID	June	\$	708.04
Edwards	April 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$20,107.58	PAID	June	\$	857.05
Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$13,141.17	PAID	June	\$	550.12
Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$17,534.58	PAID	June	\$	747.38
Edwards	April 2015	QuikTrip - FSC Digital Standard (C/JA)	\$9,013.92	PAID	June	\$	288.15
Edwards	April 2015	Summer's Eve 2015 Video (C/JA)	\$13,451.20	PAID	June	\$	286.67
Edwards	April 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$8,488.84	PAID	June	\$	361.82
Edwards	April 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$4,204.34	PAID	June	\$	178.20
Edwards	April 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$27,118.87	PAID	June	\$	1,155.89
Edwards	April 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$18,194.69	PAID	June	\$	581.63
Edwards	April 2015	Home Service Plus(LoveAdvertising)-2015 Q2-Q4 Disp (C/JA)	\$6,555.83	PAID	June	\$	209.57
Edwards	May 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$2,283.14	PAID	June	\$	97.74
Edwards	May 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$31,955.38	PAID	7/6/2015	\$	868.67
Edwards	May 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$20,380.24	PAID	7/6/2015	\$	188.15
Edwards	May 2015	Summer's Eve 2015 Video (C/JA)	\$9,344.60	PAID	7/6/2015	\$	638.44
Edwards	May 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$14,978.82	PAID	7/6/2015	\$	215.80
Edwards	May 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$5,063.04	PAID	7/6/2015	\$	15.88
Edwards	May 2015	Bertoli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (C/JA)	\$1,491.21	PAID	7/13/2015	\$	267.95
Edwards	May 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/NM)	\$12,572.92	PAID	7/27/2015	\$	285.60
Edwards	May 2015	Tire Rack(The Richards Group)-Generic Video 2015 (DR/NM)	\$9,246.87	PAID	7/27/2015	\$	1,104.88
Edwards	May 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (C/JA)	\$25,922.14	PAID	7/27/2015	\$	785.16
Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$18,421.06	PAID	7/27/2015	\$	394.12
Edwards	May 2015	QuikTrip(The Richards Group)-2015 Promotional Plan (C/JA)	\$9,246.55	PAID	7/27/2015	\$	
Edwards	May 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$66,367.48	NO	N/A	\$	
Edwards	April 2015	AAA 2015 Membership Campaign (DR/NM)	\$16,992.24	NO	N/A	\$	
Edwards	April 2015	AAA(The Richards Group)-AAA 2015 Video INSURANCE (C/JA)	\$6,647.79	NO	N/A	\$	
Edwards	April 2015	AAA(The Richards Group)-AAA 2015 Video Membership (C/JA)	\$13,894.58	NO	N/A	\$	
Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video INSURANCE (C/JA)	\$17,094.89	NO	N/A	\$	
Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video Membership (C/JA)	\$28,486.74	NO	N/A	\$	
Edwards	May 2015	Pancreatic Cancer Action Network(The Richards Group)-Pancreatic Cancer Action (C/JA)	\$16,806.16	NO	N/A	\$	
Edwards	May 2015	AAA 2015 Membership Campaign (DR/NM)	\$98,336.44	NO	N/A	\$	
Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$13,017.78	NO	N/A	\$	
Edwards	May 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$22,878.35	NO	N/A	\$	
Edwards	May 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$2,259.29	NO	N/A	\$	
Edwards	May 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$14,917.07	NO	N/A	\$	
Edwards	May 2015	Home Service Plus(LoveAdvertising)-2015 Q2-Q4 Disp (C/JA)	\$5,709.14	NO	N/A	\$	
Edwards	April 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$4.42	N/A	N/A	\$	
Edwards	June 2015	AAA 2015 Membership Campaign (DR/NM)	\$32,844.89	NO	N/A	\$	
Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video INSURANCE (B/C/L)	\$21,504.30	NO	N/A	\$	
Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video Membership (DR/NM)	\$44,142.21	NO	N/A	\$	
Edwards	June 2015	Bertoli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (B/ZK)	\$37,498.47	NO	N/A	\$	
Edwards	June 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (B/C/L)	\$25,253.69	NO	N/A	\$	

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

DEBBIE EDWARDS,

Plaintiff,

-against-

COLLECTIVE, INC.,

Defendant.

INDEX NO.: 450512/16

AFFIDAVIT

STATE OF TEXAS ss.:

COUNTY OF Denton

I, DEBBIE EDWARDS, being duly sworn, states as follows under the penalty of perjury:

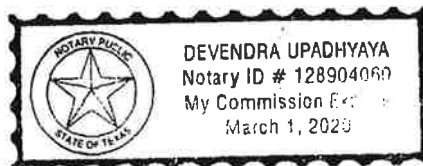
1. I am the plaintiff in the above entitled action.
2. I was a salesperson for the defendant during the months of April, May and June of 2015 and for 3 1/2 years before.
3. I was working under a written compensation plan drafted exclusively by the defendant.
4. On page 3 of the written Plan it was my interpretation that whether I resigned or was terminated that this would not "void" my commissions on orders I placed during the above months.
5. This was also my understanding based upon conversations I had with my supervisors leading up to my resignation.
6. I had placed 63 orders for Collective in April, May and June of 2015 and have not been paid on any of them to my damage of approximately \$40,000.00.

Debbie Edwards  
DEBBIE EDWARDS

Sworn to before me this

29 day of November, 2017

[Signature]  
Notary Public





Locke Lord  
44 Whippany Road, Suite 280  
Morristown, NJ 07960  
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Fax: 973-520-2600  
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Jennifer S. Schiefelbein  
Counsel  
Direct Telephone: 973-520-2335  
Direct Fax: 888-325-9469  
Jennifer.Schiefelbein@lockelord.com

December 14, 2016

**FOR SETTLEMENT PURPOSES ONLY**  
**PURSUANT TO NYCPLR §4547**

**VIA E-MAIL & FAX**

Michael A. Cervini, P.C.  
40-09 82nd Street  
Jackson Heights, New York 11373

**Re: *Debbie Edwards v. Collective, Inc.*, New York Supreme Court, New York  
County, Index No. 450512/2016**

Dear Mr. Cervini:

This firm represents Defendant Collective, Inc. in the above-referenced matter. I write in response to Ms. Edwards' settlement offer in the amount of \$30,000, which was verbally conveyed by you to my Partner, Lisa Glasband on December 6, 2016. We have discussed your offer with Collective and our client responds that it is prepared to immediately settle this matter for \$7,149.00 upon execution of a mutually agreeable written settlement agreement.

Consistent with your ethical obligations, please convey Collective's settlement position to your client. We await your response.

Sincerely,

A handwritten signature in black ink, appearing to read "JS", followed by a horizontal line.

Jennifer S. Schiefelbein

Debbie Edwards June 2015 French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (B/CL)  
Debbie Edwards June 2015 French Market Coffee-French Market Coffee Disp (C/UA)  
Debbie Edwards June 2015 Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/UA)  
Debbie Edwards June 2015 GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (B/CL)  
Debbie Edwards June 2015 Home Service Plus(LoveAdvertising)-2015 Plan (B/CL)  
Debbie Edwards June 2015 MDA Regional Care Centers(The Richards Group)-MDA Anderson Leadership (B/CL)  
Debbie Edwards June 2015 MDA Regional Care Centers(The Richards Group)-MDA HSP (B/CL)  
Debbie Edwards June 2015 New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (B/CL)  
Debbie Edwards June 2015 Pancreatic Cancer Action Network(The Richards Group)-Pancreatic Cancer Action (B/CL)  
Debbie Edwards June 2015 QuikTrip(The Richards Group)-2015 Promotional Plan (B/CL)  
Debbie Edwards June 2015 Salvation Army 2015 Disaster Relief (B/CL)  
Debbie Edwards June 2015 Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)  
Debbie Edwards June 2015 Summer's Eve 2015 Video (B/CL)  
Debbie Edwards June 2015 Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (B/CL)  
Debbie Edwards June 2015 Superior Automotive Group(The Richards Group)-2Hilaunch (B/CL)  
Debbie Edwards June 2015 Texas Scottish Rite Hospital for Children (B/CL)  
Debbie Edwards June 2015 Texas Scottish Rite Hospital for Children(The Richards Group)-HEAVY UP (B/CL)  
Debbie Edwards June 2015 Tire Rack(The Richards Group)-Generic Video 2015 (DR/AM)  
Debbie Edwards June 2015 Tire Rack(The Richards Group)-Generic Video 2015 (DR/AM)  
Debbie Edwards June 2015 Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/AM)

\$	12,751.00	NO	N/A	\$
\$		NO	N/A	\$
\$	7,093.56	NO	N/A	\$
\$	24,842.73	NO	N/A	\$
\$	3,721.35	NO	N/A	\$
\$	1,200.49	NO	N/A	\$
\$	14,968.41	NO	N/A	\$
\$		NO	N/A	\$
\$	13,534.06	NO	N/A	\$
\$	42,056.05	NO	N/A	\$
\$		NO	N/A	\$
\$	0.23	NO	N/A	\$
\$	3,257.64	NO	N/A	\$
\$	17,748.40	NO	N/A	\$
\$	2,217.36	NO	N/A	\$
\$	2,099.19	NO	N/A	\$
\$	2,188.51	NO	N/A	\$
\$	19,433.42	NO	N/A	\$
\$	16,302.75	NO	N/A	\$
\$	51,597.49	NO	N/A	\$
\$	1,064,296.61	NO	N/A	\$
\$				\$ 13,395.25

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18-13584-pb Doc 272 Filed 02/09/22 Entered 02/09/22 15:00:00 Document

Case ID	Case Name	Case Type	Case Status	Case Date	Case Amount	Case Balance	Case Interest	Case Total
418855	11111775	3023	14673.575	7.117	33511.06	1.701	40155.305	104718.1
417785	6507548	4858	43344.942	9.328	17666.227	4.345	21478.704	22036.26
417785	6507548	16004	63351.518	12.687	27678.904	4.659	42422.553	44376.94
417785	6507548	2842	38838.672	5.348	77412.214	1.358	25387.166	18802.37
415486	6507548	6277	75555.15	4.006	77326.809	3.182	35285.578	44376.94
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413745	413745	3476	21348.172	1.346	10084.181	8.134	1017.697	10330.51
413745	413745	21.65	27533.429	17.112	27332.305	8.683	15640.631	14398.82
413745	413745	7584	52012.046	4.072	17314.865	1.166	20510.775	30283.27
413745	413745	2520	61245.567	4.407	24834.781	1.656	29207.448	42677.1
413745	413745	5004	52412.214	3.68	13445.549	1.164	16377.618	15062.6
413745	413745	2496	52412.214	2.7	4489.57	1.348	5901.719	3512.17
413745	413745	3510	40707.237	5.472	23391.138	2.505	16022.341	23574.25
413745	413745	8644	51322.553	1.883	10731.705	1.271	10798.179	30604.42
413745	413745	82	0	0	185.585	1.17	21.585	118.564
413745	413745	650	20443.205	5.037	12084.756	1.832	16065.719	6187.492
413745	413745	4512	26243.405	11.96	19945.722	8.665	22377.572	5682.873
413745	413745	0	0	0	0	0	0	0
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413745	413745	639	2211.361	3.425	484.848	1.311	1127.638	1205.422
413745	413745	5012	11388.858	5.823	5.125.55	2.653	3840.063	5328.406
413745	413745	482	21.1503	1.596	895.358	2.915	879.562	1213.445
413745	413745	2739	14014.43	17.51	17700.035	6.586	11561.212	7872.207
413745	413745	5216	23545.713	11.78	17142.418	6.31	10029.519	19489.16
413745	413745	4711	64.1041	12.032	8443.445	7.664	47443.184	22728.25
413745	413745	0	0	0	453303.35	0	0	0

2015 02 (7/3/15 pulled AMF)

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## 2015 Sales Compensation Plan

This document summarizes the 2015 Sales Compensation Plan effective January 2015.

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## 2015 SALES COMPENSATION PLAN SUMMARY

### Effective Date-Plan Year

This 2015 Sales Compensation Plan is effective January 1, 2015 and continues in effect until December 31, 2015, unless otherwise changed by the Company (the "Plan"). Except as otherwise set forth herein, this document supersedes all other commission plans, commission agreements and commission arrangements between you and the Company, whether written or verbal. Your base salary will be paid in a manner consistent with the Company's standard payroll policies and practices set forth in the Company's Employee Handbook.

This Plan and the Company's commission compensation structure may be altered, amended, modified, deleted and/or deviated from at the sole discretion of the Company. Notwithstanding the foregoing, said changes shall only be applied prospectively and shall be effective as of the date of their enactment.

### Eligibility

**Current Employees** who are identified by the Company as eligible Plan participants and who have accepted the terms of the Plan by fully executing the signed Plan document and returning it to the Company. Commission compensation will be provided in accordance with the terms of this Plan only after a signed document has been received by the Company, as noted above.

## PLAN DETAILS

Commissions are calculated on Gross Revenue using commission rates based on the Revenue Less Media ("RLM") percentage. As used herein, the term "RLM" shall mean gross revenue less publisher cost. The RLM percentage is calculated by dividing the RLM by gross revenue. Commission rates shall be tiered based on the RLM percentage obtained on a per order/per month basis. The commissioned sales professional shall be entitled to a commission at the tiered rates set forth in the term sheet annexed hereto as Exhibit "A" for each covered contract procured by the commissioned sales professional in accordance with this Plan. In addition to the formulas set forth in Exhibit A, any commissions earned as a result of "direct-to-marketer" sale, incremental to your account plan, will be paid at the top tier rate.

## PLAN ADMINISTRATION PROCEDURES

### I. Earning of Commission

This Plan covers sales contracts where impressions are delivered during the 2015 calendar year, as defined in the *Effective Date* section of the sales document mutually agreed upon by the Company and the client. A commission on any fee due from the client for each contract for the performance of Company's services directly procured by you (excluding Windfall Sales and House Accounts) shall be "earned" or vested if: (i) delivery has occurred or services have been fully provided and after final computation by Company of the commission pursuant to the formula set forth in Exhibit A; and (ii) you are actually employed by the Company at the time of the receipt of the eligible fee by the Company. Company reserves the right to pre-pay to any commissioned sales professional a commission at any time prior to the commission being earned in accordance with this paragraph. If a prepaid commission is not earned in accordance with the provisions of this paragraph, Company reserves the right to credit such pre-payment against the payment of future commissions earned in accordance with the provisions of this paragraph. Notwithstanding anything to the contrary in the foregoing, in the event your employment with Company terminates for any reason, any pre-payments paid to you by Company as of such date shall be paid immediately or withheld from your last paycheck, as may be permissible by law.

**2. Payment of Commission**

For Q1, commission payments due in accordance with this Plan shall be paid on the last regular payroll date of the month following the month when a commission is earned in accordance with this Plan. For example, if the commission is earned in February, the commission sales professional shall receive the commission payment on the March 30<sup>th</sup> payroll.

Thereafter, commission payments shall be paid on a quarterly basis. Quarterly commission payments due in accordance with this Plan shall be paid on the last regular payroll date of the month following the quarter in which the commission was earned. For example, if the commission is earned in the second quarter (i.e., on or before June 30th), the commission shall be paid on July 30, 2015.

In the event Company determines a commission payment should be split between two (2) or more commissioned sales professionals or other commission eligible employee, the Company shall, in its sole discretion, determine the appropriate percentage allocation.

**3. Post-Termination Commissions**

In order to qualify for commission payments, the commission sales professional must be employed by the Company. Should the commission sales professional resign from or be terminated by the Company for any reason, the commission sales professional shall no longer be eligible to receive commissions from the moment of

their resignation or termination from the Company. There shall be no entitlement to any commission on any fee received from any client after the effective date of the commission sales professional's resignation or termination.

In the event of the termination of the commission sales professional's employment by either the Company or the commission sales professional, the commission calculations and the payment of earned commissions due, if any, shall be made on or before the last regular payroll date of the month following the month when a commission is earned. Termination of a commission sales professional's employment shall not void the liability of the Company to the commission sales professional for commissions earned prior to the effective date of such termination.

**4. Leave of Absence**

If for reason other than termination of employment, the commissioned sales professional ceases to engage in full-time sales activity including but not limited to an approved leave of absence, commissions and other incentives for that calendar year shall be calculated on contracts closed by the commissioned sales professional while engaged in full-time sales activities.

**5. Windfall Sales & House Accounts**

The Company reserves the right to determine the extent to which "windfall sales" will be included for bookings and the calculation of earned commissions. "Windfall Sales" are generally defined as sales that occur without direct sales effort by the commission sales professional. The Company shall have the sole discretion to determine whether revenues are directly generated by a commissioned sales professional's direct efforts. The Company reserves the right, in its sole discretion, to modify or deny incentives for agreements that include elements that are so extraordinary as to be deemed outside the intent of this Plan. The sales professional shall be notified of these exclusions or modifications prior to the commission payment.

The Company reserves the right, in its sole discretion, to deem certain accounts "house accounts" for which no commission can be earned.

**6. Commission Dispute Procedure**

Any disputed payments made under this Plan, including payments that a commission sales professional contends should be made under this Plan, should be addressed in writing to your direct Manager within ten (10) days of the disputed payment or within thirty (30) days of the date on which a commission payment would be due to the employee under paragraph 2 of this Plan, whichever is earlier. Managers will

discuss commission payment disputes with the CFO, whose decision will be final and binding. The commission sales professional shall be notified of such decision.

**7. General Provisions.**

- The Company reserves the right to make price adjustments and determine how and to what extent these adjustments will affect incentive payments, awards and commissions.
- A commission sales professional shall not pay, offer to pay, assign, or give any part of the incentive awards, compensation, or anything else of value to any agent, customer, supplier, or representative of any customer or supplier, or to any other person as an inducement or reward for assistance in making a sale.
- The Company reserves the right to refuse any order, contract or agreement that does not comply with federal, state or local laws, does not meet the Company's credit standards, does not meet the Company's standards for a valid order, or which for any other reason is deemed unacceptable by the Company.
- A review of change orders, contract amendments, and or cancellations or other billing adjustments shall be done at each scheduled payment date and revenue attainment may be adjusted accordingly.

**8. Employment at Will**

This Plan is not a contract for employment and does not alter the commission sales professional's employment status as an employee-at-will. This means that either the commission sales professional or the Company may terminate the employment relationship for any reason or no reason, at any time, with or without cause or notice.

**9. Choice of Law, Jurisdiction and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. For all matters arising under this Agreement, the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the County of New York, State of New York, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

## ACKNOWLEDGEMENT

I have read and accepted all goals, terms and conditions of this Plan and agree to abide by its terms. I have received a copy of this Plan and understand its operation, and agree to abide by the terms of this Plan. I understand that my signature below is a condition of my participation in the Plan.

I understand that the Company reserves the right to amend or change or terminate this Plan at any time and at its sole discretion, with or without participant notice.

There are no additional terms or conditions, written or verbal, unless denoted below.

Signature: Debbie Edwards

Name: Debbie Edwards

Commissioned Sales Professional

Date: 4/14/2015

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Manager

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Collective, Inc.

Date: \_\_\_\_\_







### Employee Restrictive Covenant and Assignment Agreement

In consideration and as a condition of my employment or continued employment by Collective Media, Inc. (the "Company"), I agree as follows:

1. **Confidential Information.** I agree that all information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public (collectively, "Confidential Information") is and will be the exclusive property of the Company. By way of illustration, Confidential Information may include information or material which has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Confidential Information also includes information received in confidence by the Company from its customers or suppliers or other third parties. Confidential Information shall not include any information that you establish by written documentation or other tangible records: (i) was known prior to such disclosure to you free of any obligation to keep it confidential; (ii) is independently developed by you without reference to, use of or access to Confidential Information; (iii) is within the public domain at the time of disclosure or that subsequently enters the public domain; (iv) is lawfully received from a third party free to disclose such information to you; (v) was released without restriction pursuant to the prior written approval of you; or, (vi) is required to be disclosed pursuant to the order of a court or government agency (in such case, you shall notify the Company, in writing, as soon as possible, but at least ten (10) business days prior to such disclosure so that the Company may elect to intervene). In each case of (i) through (vi) herein, through no breach by you or any third party who owes any duty to the Company and through no violation by you of any applicable law.

2. **Recognition of Company's Rights.** I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose any Confidential Information to anyone outside of the Company, or use or permit to be used any Confidential Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company in the protection of its Confidential Information and the enforcement of its policies.

disclosure of all Confidential Information. I will deliver to the Company all copies of Confidential Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. **Rights of Others.** I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons that require the Company to protect or refrain from use of Confidential Information. I agree to be bound by the terms of such agreements in the event I have access to such Confidential Information.

4. **Commitment to Company; Avoidance of Conflict of Interest.** While an employee of the Company, I will devote my full-time efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the Chief Executive Officer or President of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict that it finds to exist.

5. **Developments.** I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my employment. I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of the Company or any customer of or supplier to the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in

I, \_\_\_\_\_, do hereby agree to the above terms and conditions.

Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company for any reason. I acknowledge and agree that if I violate any of the provisions of this paragraph 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s). If any of the covenants contained in this section 8 are held by a court or tribunal of competent jurisdiction to be unenforceable because of the duration of such provision, the activity limited by or the subject of such provision and/or the area covered thereby, then you agree that such court or tribunal making such determination shall construe such restriction so as to thereafter be limited or reduced to be enforceable to the greatest extent permissible by applicable law.

**9. Government Contracts.** I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies that impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under paragraph 0, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

**10. Prior Agreements.** I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

**11. Remedies Upon Breach.** I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach, or threatened breach, of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, or threatened breach, the Company, in addition to such other remedies that may be available, will be entitled to specific performance and other injunctive relief without the necessity of posting a bond or undertaking. I hereby acknowledge that money damages alone would be an inadequate remedy in the event of a breach or threatened breach by me of any of the provisions of this Agreement. I hereby waive any claim or defense in any action arising

hereunder that the Company has an adequate remedy at law or in damages

**12. Use of Voice, Image and Likeness.** I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

**13. Publications and Public Statements.** I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Confidential Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public, and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.

**14. No Employment Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, unless otherwise agreed in a formal written employment agreement signed on behalf of the Company by an authorized officer, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

**15. Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be resigned at the time of such transfer.

**16. Disclosure to Future Employers.** I will provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into an employment, partnership or other business relationship with such person or entity.

**17. Severability.** In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall

be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**18. Governing Law, Venue, Jurisdiction, Attorneys' Fees and Interpretation.** This Agreement will be deemed to be made and entered into in the State of New York, and will in all respects be interpreted, enforced and governed under the laws of the State of New York. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within the County of New York, State of New York for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts. The prevailing party in any litigation arising hereunder shall be entitled, in addition to any damages or other recovery granted by the court, to its reasonable attorneys' fees.

**19. Amendment.** No amendment, whether express or implied, to this Agreement shall be effective unless it is in writing and signed by both parties hereto.

**20. Waiver.** No consent or waiver, express or implied, by the Company to or of any breach or default by you in the performance of your obligations hereunder shall operate as a

**I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ IT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.**

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

Signed: \_\_\_\_\_

(Employee's full name)

Type or print name: \_\_\_\_\_

Social Security Number: 499 884 166

Date: 3/20/2012

**EMPLOYER: Collective Media, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

consent to or waiver of any other breach or default in the performance of the same or any other obligations of yours hereunder. The Company's failure to complain of any such breach or default shall not constitute a waiver by the Company of its rights hereunder, irrespective of how long such failure continues.

**21. Miscellaneous.** This Agreement shall apply to all periods when you are acting as an employee of the Company. The title and paragraph headings of this Agreement are intended for reference only, and they shall not be construed as limiting or affecting any of the contents of this Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, agreements or understanding with respect to the subject matter hereof. Capitalized terms used herein in this Agreement and not otherwise defined shall have the meaning given in the Agreement.

**EXHIBIT A**

To: Collective Media, Inc.

From: \_\_\_\_\_

Date: \_\_\_\_\_

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements

☐ See below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

☐ None

☐ See below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Receipt of Social Media Policy for Employee Handbook**

*This page is to be completed by the employee and returned to the Human Resources Department upon receipt of this Social Media Policy.*

I have this day received a copy of the Collective Media, Inc. (the "Company") Social Media Policy.

I UNDERSTAND THIS SOCIAL MEDIA POLICY IS AN ADDENDUM TO THE EMPLOYEE HANDBOOK. I UNDERSTAND THIS EMPLOYEE HANDBOOK IS A GENERAL GUIDE, THAT THE PROVISIONS OF THE EMPLOYEE HANDBOOK DO NOT CONSTITUTE AN EMPLOYMENT CONTRACT OR GUARANTEE OF CONTINUED EMPLOYMENT, AND THAT MY EMPLOYMENT IS "AT WILL." AS AN EMPLOYEE-AT-WILL, I UNDERSTAND THAT I MAY TERMINATE MY EMPLOYMENT AT ANY TIME. SIMILARLY, THE COMPANY MAY TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE. I FURTHER UNDERSTAND THAT THE COMPANY RESERVES THE RIGHT TO CHANGE THE POLICIES AND PRACTICES OF THE EMPLOYEE HANDBOOK AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

RECEIVED BY:

Debbie Edwards

Employee's Name- Please Print

Debbie Edwards

Employee's Signature

3/20/2012

Date

---

Debbie Edwards  
SW Senior Sales Director  
Collective Dallas Office

**EDWARDS RESIGNATION LETTER**

6/22/2015

Dear Holly,

Per our discussion, I am submitting a two-week notice of my resignation from Collective with a final date of employment of 7/3.

I am very grateful for my time at Collective and wish you and the company continued success.

Please let me know how to make this an easy transition for Collective and feel free to contact me any time to answer any questions or be of help.

All my best,

Debbie Edwards

[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)

972-523-7897



Salesperson	Period	Order	Gross Revenue Per AMP	Billed & Paid?	Date Collected	Commission
Debbie Edwards	April 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (C/JA)	\$ 28,489.32	PAID	June	\$ 1,214.30
Debbie Edwards	April 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$ 16,611.64	PAID	June	\$ 708.04
Debbie Edwards	April 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$ 20,107.58	PAID	June	\$ 857.05
Debbie Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$ 13,141.17	PAID	June	\$ 560.12
Debbie Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$ 17,534.58	PAID	June	\$ 747.38
Debbie Edwards	April 2015	QuikTrip - FSC Digital Standard (C/JA)	\$ 9,013.92	PAID	June	\$ 288.15
Debbie Edwards	April 2015	Summer's Eve 2015 Video (C/JA)	\$ 13,451.20	PAID	June	\$ 286.67
Debbie Edwards	April 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$ 8,488.84	PAID	June	\$ 361.82
Debbie Edwards	April 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$ 4,204.34	PAID	June	\$ 179.20
Debbie Edwards	April 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$ 27,118.87	PAID	June	\$ 1,155.89
Debbie Edwards	April 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$ 18,194.69	PAID	June	\$ 581.63
Debbie Edwards	April 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/IR)	\$ 6,555.83	PAID	June	\$ 209.57
Debbie Edwards	May 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$ 2,293.14	PAID	7/2/2015	\$ 97.74
Debbie Edwards	May 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$ 31,955.38	PAID	7/6/2015	\$ 1,362.03
Debbie Edwards	May 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$ 20,380.24	PAID	7/6/2015	\$ 868.67
Debbie Edwards	May 2015	Summer's Eve 2015 Video (C/JA)	\$ 9,344.60	PAID	7/6/2015	\$ 199.15
Debbie Edwards	May 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$ 14,978.82	PAID	7/6/2015	\$ 638.44
Debbie Edwards	May 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$ 5,063.04	PAID	7/6/2015	\$ 215.80
Debbie Edwards	May 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (C/JA)	\$ 1,491.21	PAID	7/13/2015	\$ 15.89
Debbie Edwards	May 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/NM)	\$ 12,572.92	PAID	7/27/2015	\$ 267.95
Debbie Edwards	May 2015	Farm Bureau Financial Services(The Richards Group)-Generic Video 2015 (DR/NM)	\$ 9,246.97	PAID	7/27/2015	\$ 295.60
Debbie Edwards	May 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (C/JA)	\$ 25,922.14	PAID	7/27/2015	\$ 1,104.88
Debbie Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$ 18,421.06	PAID	7/27/2015	\$ 785.16
Debbie Edwards	May 2015	QuikTrip(The Richards Group)-2015 Promotional Plan (C/JA)	\$ 9,246.55	PAID	7/27/2015	\$ 394.12
Debbie Edwards	April 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$ 66,367.48	NO	N/A	\$ -
Debbie Edwards	April 2015	AAA 2015 Membership Campaign (DR/NM)	\$ 16,992.24	NO	N/A	\$ -
Debbie Edwards	April 2015	AAA(The Richards Group)-AAA 2015 Video INSURANCE (C/JA)	\$ 6,647.79	NO	N/A	\$ -
Debbie Edwards	April 2015	AAA(The Richards Group)-AAA 2015 Video Membership (C/JA)	\$ 13,694.58	NO	N/A	\$ -
Debbie Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video INSURANCE (C/JA)	\$ 17,094.89	NO	N/A	\$ -
Debbie Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video Membership (C/JA)	\$ 29,466.74	NO	N/A	\$ -
Debbie Edwards	May 2015	Pancreatic Cancer Action Network(The Richards Group)-Pancreatic Cancer Action (C/JA)	\$ 16,906.16	NO	N/A	\$ -
Debbie Edwards	May 2015	AAA 2015 Membership Campaign (DR/NM)	\$ 98,336.44	NO	N/A	\$ -
Debbie Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$ 13,017.79	NO	N/A	\$ -
Debbie Edwards	May 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$ 22,878.35	NO	N/A	\$ -
Debbie Edwards	May 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$ 2,259.29	NO	N/A	\$ -
Debbie Edwards	May 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$ 14,917.07	NO	N/A	\$ -
Debbie Edwards	May 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/IR)	\$ 5,709.14	NO	N/A	\$ -
Debbie Edwards	April 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$ 4.42	N/A	N/A	\$ -
Debbie Edwards	June 2015	AAA 2015 Membership Campaign (DR/NM)	\$ 32,844.89	NO	N/A	\$ -
Debbie Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video INSURANCE (B/CL)	\$ 21,504.30	NO	N/A	\$ -
Debbie Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video Membership (DR/NM)	\$ 44,142.21	NO	N/A	\$ -
Debbie Edwards	June 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (B/ZK)	\$ 37,498.47	NO	N/A	\$ -
Debbie Edwards	June 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (B/CL)	\$ 25,253.69	NO	N/A	\$ -

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**CONFIDENTIAL**



CONFIDENTIAL

Debbie Edwards	June 2015	French Market Coffee/The Richards Group, 2015-07-04 Disp. (B/C)	\$	12,751.00	NO	N/A	\$
Debbie Edwards	June 2015	French Market Coffee/The Richards Group, 2015-07-04 Disp. (C/A)	\$	7,093.58	NO	N/A	\$
Debbie Edwards	June 2015	Gander Mountain/The Richards Group, 2015 Spring Grand Opening (C/A)	\$	2,842.73	NO	N/A	\$
Debbie Edwards	June 2015	Go-Rite, Inc. (The Richards Group) Go-Rite Video 2015 (B/C)	\$	3,721.35	NO	N/A	\$
Debbie Edwards	June 2015	Home Service Plus (Love Advertising) - 2015 Plan (B/C)	\$	1,200.49	NO	N/A	\$
Debbie Edwards	June 2015	MBA Regional Career Centers/The Richards Group MBA Regional Leadership (B/C)	\$	14,958.41	NO	N/A	\$
Debbie Edwards	June 2015	MBA Regional Career Centers/The Richards Group MBA Regional Leadership (B/C)	\$	14,958.41	NO	N/A	\$
Debbie Edwards	June 2015	New Amsterdam's Spin/Horizon Media (M/C) Q2 2015 Digital Reach (B/C)	\$	13,534.06	NO	N/A	\$
Debbie Edwards	June 2015	Pancreatic Cancer Action Network/The Richards Group Pancreatic Cancer Action (B/C)	\$	42,056.05	NO	N/A	\$
Debbie Edwards	June 2015	Salvation Army, 2015 Disaster Relief (B/C)	\$	1,023	NO	N/A	\$
Debbie Edwards	June 2015	Suddenlink Advertiser/The Richards Group Suddenlink (DR/AM)	\$	8,257.64	NO	N/A	\$
Debbie Edwards	June 2015	Summer's Eve 2015 Video (B/C)	\$	17,748.40	NO	N/A	\$
Debbie Edwards	June 2015	Summer's Eve/The Richards Group Summer's Eve 2015 Display (B/C)	\$	2,217.36	NO	N/A	\$
Debbie Edwards	June 2015	Superior Automotive Group/The Richards Group 2015 Launch (B/C)	\$	2,099.19	NO	N/A	\$
Debbie Edwards	June 2015	Texas Scottish Rite Hospital for Children/The Richards Group HEAVYTOP (B/C)	\$	2,118.51	NO	N/A	\$
Debbie Edwards	June 2015	Tire Rack/The Richards Group Continental Video 2015 (DR/AM)	\$	19,433.42	NO	N/A	\$
Debbie Edwards	June 2015	Tire Rack/The Richards Group Continental Video 2015 (DR/AM)	\$	16,302.75	NO	N/A	\$
Debbie Edwards	June 2015	Tire Rack/The Richards Group Goodyear Video 2015 (DR/AM)	\$	50,597.49	NO	N/A	\$
			\$	1,064,296.61			\$
							\$ 13,395.25

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Salesperson	Period	Order	Gross Revenue	Per AMP	Billed & Paid?	Date Collected	Commission
Debbie Edwards	April 2015	Farm Bureau Financial Services(The Richards Group)-F8F5 Grand Campaign 2015 (C/JA)	\$	28,489.32	PAID	June	\$ 1,214.30
Debbie Edwards	April 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$	16,611.64	PAID	June	\$ 708.04
Debbie Edwards	April 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$	20,107.58	PAID	June	\$ 837.05
Debbie Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$	13,141.17	PAID	June	\$ 560.12
Debbie Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$	17,534.58	PAID	June	\$ 747.38
Debbie Edwards	April 2015	QuikTrip - FSC Digital Standard (C/JA)	\$	9,013.92	PAID	June	\$ 288.15
Debbie Edwards	April 2015	Summer's Eve 2015 Video (C/JA)	\$	13,451.20	PAID	June	\$ 286.67
Debbie Edwards	April 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$	8,488.84	PAID	June	\$ 361.82
Debbie Edwards	April 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$	4,204.34	PAID	June	\$ 179.20
Debbie Edwards	April 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$	27,118.87	PAID	June	\$ 1,155.89
Debbie Edwards	April 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$	18,194.69	PAID	June	\$ 581.63
Debbie Edwards	April 2015	Home Service Plus(LoveAdvertising)-2015 Plan (8/IR)	\$	6,555.83	PAID	7/2/2015	\$ 209.57
Debbie Edwards	May 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$	2,293.14	PAID	7/6/2015	\$ 97.74
Debbie Edwards	May 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$	31,955.38	PAID	7/6/2015	\$ 1,362.03
Debbie Edwards	May 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$	20,380.24	PAID	7/6/2015	\$ 868.67
Debbie Edwards	May 2015	Summer's Eve 2015 Video (C/JA)	\$	9,344.60	PAID	7/6/2015	\$ 199.15
Debbie Edwards	May 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$	14,978.82	PAID	7/6/2015	\$ 638.44
Debbie Edwards	May 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$	5,063.04	PAID	7/6/2015	\$ 215.80
Debbie Edwards	May 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (C/JA)	\$	1,491.21	PAID	7/13/2015	\$ 15.89
Debbie Edwards	May 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/NM)	\$	12,572.92	PAID	7/27/2015	\$ 267.95
Debbie Edwards	May 2015	Tire Rack(The Richards Group)-Generic Video 2015 (DR/NM)	\$	9,246.97	PAID	7/27/2015	\$ 295.60
Debbie Edwards	May 2015	Farm Bureau Financial Services(The Richards Group)-F8F5 Brand Campaign 2015 (C/JA)	\$	25,922.14	PAID	7/27/2015	\$ 1,104.88
Debbie Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$	18,421.06	PAID	7/27/2015	\$ 785.16
Debbie Edwards	May 2015	QuikTrip(The Richards Group)-2015 Promotional Plan (C/JA)	\$	9,246.55	PAID	7/27/2015	\$ 394.12
Debbie Edwards	April 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$	56,367.48	NO	N/A	
Debbie Edwards	April 2015	AAA 2015 Membership Campaign (DR/NM)	\$	16,992.24	NO	N/A	
Debbie Edwards	April 2015	AAA(The Richards Group)-AAA 2015 Video Insurance (C/JA)	\$	6,647.75	NO	N/A	
Debbie Edwards	April 2015	AAA(The Richards Group)-AAA 2015 Video Membership (C/JA)	\$	13,694.58	NO	N/A	
Debbie Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video Insurance (C/JA)	\$	17,094.89	NO	N/A	
Debbie Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video Insurance (C/JA)	\$	29,466.74	NO	N/A	
Debbie Edwards	May 2015	AAA(The Richards Group)-AAA 2015 Video Insurance (C/JA)	\$	16,906.16	NO	N/A	
Debbie Edwards	May 2015	AAA 2015 Membership Campaign (DR/NM)	\$	98,336.44	NO	N/A	
Debbie Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$	13,017.75	NO	N/A	
Debbie Edwards	May 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$	22,878.35	NO	N/A	
Debbie Edwards	May 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$	7,259.29	NO	N/A	
Debbie Edwards	May 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$	16,917.07	NO	N/A	
Debbie Edwards	May 2015	Home Service Plus(LoveAdvertising)-2015 Plan (8/IR)	\$	5,709.14	NO	N/A	
Debbie Edwards	April 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$	4.42	N/A	N/A	
Debbie Edwards	June 2015	AAA 2015 Membership Campaign (DR/NM)	\$	37,844.89	NO	N/A	
Debbie Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video Insurance (C/JA)	\$	27,504.30	NO	N/A	
Debbie Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video Insurance (C/JA)	\$	44,142.21	NO	N/A	
Debbie Edwards	June 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (B/ZK)	\$	37,498.47	NO	N/A	
Debbie Edwards	June 2015	Farm Bureau Financial Services(The Richards Group)-F8F5 Brand Campaign 2015 (B/CJ)	\$	25,253.65	NO	N/A	

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Debbie Edwards

Central

**Commission Template Model**

AMP RLM% Goal

55%

Debbie Edwards	Commission %	Base Salary	Goal (Gross Pay)	Commission	Total Pay
0% - 44.9%	2.13%	\$145,000	\$3,050,000	\$65,000	\$210,000
45% - 54.9%	3.20%	\$145,000	\$3,050,000	\$97,500	\$242,500
55%+	4.26%	\$145,000	\$3,050,000	\$130,000	\$275,000

<<<<< TCC At Goal

Quarterly Goal Allocation	% of Yearly Goal	Quarterly Goal (Gross)
Q1	17.5%	\$534,124
Q2	24.0%	\$731,995
Q3	25.0%	\$762,354
Q4	33.5%	\$1,021,527
		\$3,050,000

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# Commission Template Model

Q1 Pay	Base Salary	Q1 Goal	Rev Delivered	RLM %	Commission	Total Pay
Q1 Comp	\$36,250	\$534,124	\$534,124	55%	\$22,766	\$59,016
Q1 Pay			Comm % >>>>	4.26%		
Q2 Pay	Base Salary	Q2 Goal	Delivered Disp	RLM %	Commission	Total Pay
Q2 Comp	\$36,250	\$731,995	\$731,995	55%	\$31,200	\$67,450
Q2 Pay			Comm % >>>>	4.26%		
Q3 Pay	Base Salary	Q3 Goal	Delivered Disp	RLM %	Commission	Total Pay
Q3 Comp	\$36,250	\$762,354	\$762,354	55%	\$32,494	\$68,744
Q3 Pay			Comm % >>>>	4.26%		
Q4 Pay	Base Salary	Q4 Goal	Delivered Disp	RLM %	Commission	Total Pay
Q4 Comp	\$36,250	\$1,021,527	\$1,021,527	55%	\$43,541	\$79,791
Q4 Pay			Comm % >>>>	4.26%		
Yearly	Base Salary	2015 Goal	Delivered Disp	RLM %	Commission	Total Pay
Total Comp	\$145,000	\$3,050,000	\$3,050,000	55%	\$130,000	\$275,000

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Fill in this information to identify the case:

Debtor 1 \_\_\_\_\_  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)  
 United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_  
 Case number \_\_\_\_\_



## Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

this form to

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?

Debbie Edwards  
 Name of the current creditor (the person or entity to be paid for this claim)  
 Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

☒ No  
☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Michael Cervini  
 Name  
40-09 82nd St  
 Number Street  
Elmhurst NY 11373  
 City State ZIP Code  
 Contact phone 718-779-8910  
 Contact email cervini07@yahoo.com

Michael Cervini  
 Name  
40-09 82nd St  
 Number Street  
Elmhurst NY 11373  
 City State ZIP Code  
 Contact phone 718-779-8910  
 Contact email cervini07@yahoo

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
 \_\_\_\_\_

4. Does this claim amend one already filed?

☒ No  
☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on \_\_\_\_\_  
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No  
☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim?

\$ 845,000.00 +  
Interest

Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Breach of contract unpaid commissions, unjust enrichment

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

☒ **No**

☐ **Yes. Check one:**

**Amount entitled to priority**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

12/15/2018  
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email



[Calculators](#) > [Financial](#) > [Interest & APR](#) > Simple Interest Calculator  $A = P(1 + rt)$

## Simple Interest Calculator $A = P(1 + rt)$

### Simple Interest Calculator

Solve for: Total P+I (A) ▼

Where:  $A = P(1 + rt)$

Principal (P): \$ 45,000.00

Rate (R): % 9  
per year

Time (t): 1235

days (365/Yr) ▼

Clear

Calculate

Answer:

**$A = \$58,689.00$**

$(I = A - P = \$13,689.00)$

**Equation:**

**$A = P(1 + rt)$**

#### Calculation:

First, converting R percent to r a decimal  
 $r = R/100 = 9\%/100 = 0.09$  per year.

Putting time into years for simplicity,  
 1235 days / 365 days/year = 3.38 years.

Solving our equation:

$A = 45000(1 + (0.09 \times 3.38)) = 58689$   
 $A = \$58,689.00$

The total amount accrued, principal plus interest, from simple interest on a principal of \$45,000.00 at a rate of 9% per year for 3.38 years (1235 days) is \$58,689.00.

[Report a Problem](#)

Share this Answer Link: [help](#)

Paste this link in email, text or social media.

[https://www.calculatorsoup.com/calculators/financial/simple-interest-plus-principal-calculator.php?given\\_data=find\\_A&P=45%2C000.00&R=9&t=1235&time\\_t=day+365&given\\_data\\_last=find\\_A&action=solve](https://www.calculatorsoup.com/calculators/financial/simple-interest-plus-principal-calculator.php?given_data=find_A&P=45%2C000.00&R=9&t=1235&time_t=day+365&given_data_last=find_A&action=solve)

### Calculator Use

This simple interest calculator calculates an accrued amount that includes principal plus interest. For interest only, use the [simple interest calculator](#).

### Simple Interest Equation (Principal + Interest)

$$A = P(1 + rt)$$

Where:

- A = Total Accrued Amount (principal + interest)
- P = Principal Amount
- I = Interest Amount
- r = Rate of Interest per year in decimal;  $r = R/100$
- R = Rate of Interest per year as a percent;  $R = r * 100$
- t = Time Period involved in months or years

From the base formula,  $A = P(1 + rt)$  derived from  $A = P + I$  and  $I = Prt$  so  $A = P + I = P + Prt = P(1 + rt)$

*Note that rate r and time t should be in the same time units such as months or years. Time conversions that are based on day count of 365 days/year have 30.4167 days/month and 91.2501 days/quarter. 360 days/year have 30 days/month and 90 days/quarter.*

### Simple Interest Formulas and Calculations:

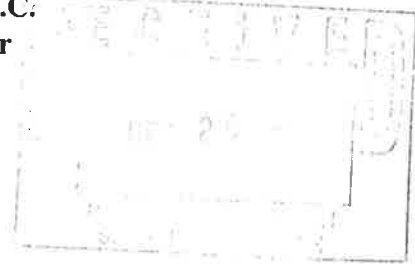
Use this simple interest calculator to find A, the Final Investment Value, using the simple interest formula:  $A = P(1 + rt)$  where P is the Principal amount of money to be invested at an Interest Rate R% per period for t Number of Time Periods. Where r is in decimal form;  $r = R/100$ ; r and t are in the same units of time.

The accrued amount of an investment is the original principal P plus the accumulated simple interest,  $I = Prt$ , therefore we have:

$$A = P + I = P + (Prt), \text{ and finally } A = P(1 + rt)$$



**MICHAEL A. CERVINI, P.C.**  
**40-09 82<sup>ND</sup> Street, 3<sup>rd</sup> Floor**  
**Elmhurst, NY 11373**  
**(718)-779-8910**



Certified Mail

December 18, 2018

United States Bankruptcy Court  
Southern District of New York  
1 Bowling Green  
5<sup>th</sup> Floor  
New York, NY 10004

Re: COLLECTIVE, INC., Chapter 11, Case No: 18-13584 (SHL)

Dear Sir:

Enclosed please find Official Form 410 on behalf of Debbie Edwards, current creditor on the above Chapter 11 Bankruptcy Petition.

Also enclosed is a completed form showing the interest accrued from August 1, 2015 thru December 18, 2018.

Kindly process this form according and acknowledge receipt of this letter.

If you should have any questions, please do not hesitate to contact the undersigned. Thank you for your anticipated courtesy in this matter.

Very truly yours,

  
Michael A. Cervini

MAC/mc  
Encls.

**FedEx** Express Package US Airbill

FedEx  
Tracking  
Number

8107 1243 3384

Form  
ID No. 0200

Recipient's Copy

**1 From**

Date \_\_\_\_\_  
Sender's Name \_\_\_\_\_ Phone \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**2 Your Internal Billing Reference**

**3 To**

Recipient's Name \_\_\_\_\_ Phone \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**RECEIVED**

JAN 11 2019

**LEGAL SERVICES**

8107 1243 3384



fedex.com 1.800.GoFedEx 1.800.463.3339

fedex.com 1.800.GoFedEx 1.800.463.3339

**4 Express Package Service**

**Next Business Day**  
☐ FedEx First Overnight  
☐ FedEx 2Day A.M.  
☐ FedEx Priority Overnight  
☐ FedEx Standard Overnight

**5 Packaging**

☐ FedEx Envelope\*  
☐ FedEx Pak\*  
☐ FedEx Box  
☐ FedEx Tube  
☐ Other

**6 Special Handling and Delivery Signature Options**

☐ No Signature Required  
☐ Direct Signature  
☐ Indirect Signature  
☐ Signature Required  
☐ Signature Required - Commercial  
☐ Signature Required - Residential  
☐ Signature Required - Government

**7 Payment**

☐ Cash  
☐ Credit Card  
☐ Debit Card  
☐ Check  
☐ Bill to Account  
☐ Bill to Third Party  
☐ Bill to Recipient  
☐ Bill to Sender

**COPY**  
Document Control

**EXHIBIT "G"**

Debbie Edwards  
SW Senior Sales Director  
Collective Dallas Office

**EDWARDS RESIGNATION LETTER**

**6/22/2015**

**Dear Holly,**

**Per our discussion, I am submitting a two-week notice of my resignation from Collective with a final date of employment of 7/3.**

**I am very grateful for my time at Collective and wish you and the company continued success.**

**Please let me know how to make this an easy transition for Collective and feel free to contact me any time to answer any questions or be of help.**

**All my best,**

**Debbie Edwards**  
**[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)**  
**972-523-7897**

**COLLECTIVE\_EDWARDS\_00000013**

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**EXHIBIT “H”**

Salesperson	Period	Order	Gross Revenue Per AMP	Billed & Paid?	Date Collected	Commission
Debbie Edwards	April 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (C/JA)	\$ 28,489.32	PAID	June	\$ 1,214.30
Debbie Edwards	April 2015	Gander Mountain(The Richards Group)-2015 Spring Grant Opening (C/JA)	\$ 16,611.64	PAID	June	\$ 708.04
Debbie Edwards	April 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$ 20,107.58	PAID	June	\$ 857.05
Debbie Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$ 13,141.17	PAID	June	\$ 560.12
Debbie Edwards	April 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$ 17,534.58	PAID	June	\$ 747.38
Debbie Edwards	April 2015	QuikTrip - FSC Digital Standard (C/JA)	\$ 9,013.92	PAID	June	\$ 288.15
Debbie Edwards	April 2015	Summer's Eve 2015 Video (C/JA)	\$ 13,451.20	PAID	June	\$ 286.67
Debbie Edwards	April 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$ 8,488.84	PAID	June	\$ 361.82
Debbie Edwards	April 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$ 4,204.34	PAID	June	\$ 179.20
Debbie Edwards	April 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$ 27,118.87	PAID	June	\$ 1,155.89
Debbie Edwards	April 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$ 18,194.69	PAID	June	\$ 581.63
Debbie Edwards	April 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/JR)	\$ 6,555.83	PAID	7/12/2015	\$ 209.57
Debbie Edwards	May 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$ 2,293.14	PAID	7/6/2015	\$ 97.74
Debbie Edwards	May 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/JA)	\$ 31,955.38	PAID	7/6/2015	\$ 1,362.03
Debbie Edwards	May 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (C/JA)	\$ 20,380.24	PAID	7/6/2015	\$ 868.67
Debbie Edwards	May 2015	Summer's Eve 2015 Video (C/JA)	\$ 9,344.60	PAID	7/6/2015	\$ 199.15
Debbie Edwards	May 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (C/JA)	\$ 14,978.82	PAID	7/6/2015	\$ 638.44
Debbie Edwards	May 2015	Texas Scottish Rite Hospital for Children (C/JA)	\$ 5,063.04	PAID	7/6/2015	\$ 215.80
Debbie Edwards	May 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (C/JA)	\$ 1,491.21	PAID	7/13/2015	\$ 15.89
Debbie Edwards	May 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/NM)	\$ 12,572.92	PAID	7/21/2015	\$ 267.95
Debbie Edwards	May 2015	Tire Rack(The Richards Group)-Generic Video 2015 (DR/NM)	\$ 9,246.97	PAID	7/21/2015	\$ 295.60
Debbie Edwards	May 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (C/JA)	\$ 25,922.14	PAID	7/21/2015	\$ 1,104.88
Debbie Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (C/JA)	\$ 18,421.06	PAID	7/21/2015	\$ 785.16
Debbie Edwards	May 2015	QuikTrip(The Richards Group)-2015 Promotional Plan (C/JA)	\$ 9,246.55	PAID	7/21/2015	\$ 394.12
Debbie Edwards	April 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$ 66,367.48	NO	N/A	\$ -
Debbie Edwards	April 2015	AAA 2015 Membership Campaign (DR/NM)	\$ 16,992.24	NO	N/A	\$ -
Debbie Edwards	April 2015	AAA(The Richards Group)- AAA 2015 Video INSURANCE (C/JA)	\$ 6,647.79	NO	N/A	\$ -
Debbie Edwards	April 2015	AAA(The Richards Group)- AAA 2015 Video Membership (C/JA)	\$ 13,694.58	NO	N/A	\$ -
Debbie Edwards	May 2015	AAA(The Richards Group)- AAA 2015 Video INSURANCE (C/JA)	\$ 17,094.89	NO	N/A	\$ -
Debbie Edwards	May 2015	AAA(The Richards Group)- AAA 2015 Video Membership (C/JA)	\$ 29,466.74	NO	N/A	\$ -
Debbie Edwards	May 2015	Pancreatic Cancer Action Network(The Richards Group)-Pancreatic Cancer Action (C/JA)	\$ 16,906.16	NO	N/A	\$ -
Debbie Edwards	May 2015	AAA 2015 Membership Campaign (DR/NM)	\$ 98,336.44	NO	N/A	\$ -
Debbie Edwards	May 2015	MDA Regional Care Centers(The Richards Group)-MD Anderson Leadership (C/JA)	\$ 13,017.79	NO	N/A	\$ -
Debbie Edwards	May 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/JA)	\$ 22,878.35	NO	N/A	\$ -
Debbie Edwards	May 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$ 2,259.29	NO	N/A	\$ -
Debbie Edwards	May 2015	New Amsterdam Spirits(Horizon Media (NYC))-Q2 2015 Digital Reach (C/JA)	\$ 14,917.07	NO	N/A	\$ -
Debbie Edwards	May 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/JR)	\$ 5,709.14	NO	N/A	\$ -
Debbie Edwards	April 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Disp (C/JA)	\$ 4.42	N/A	N/A	\$ -
Debbie Edwards	June 2015	AAA 2015 Membership Campaign (DR/NM)	\$ 32,844.89	NO	N/A	\$ -
Debbie Edwards	June 2015	AAA(The Richards Group)- AAA 2015 Video INSURANCE (B/CL)	\$ 21,504.30	NO	N/A	\$ -
Debbie Edwards	June 2015	AAA(The Richards Group)-AAA 2015 Video Membership (DR/AM)	\$ 44,142.21	NO	N/A	\$ -
Debbie Edwards	June 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (B/ZK)	\$ 37,498.47	NO	N/A	\$ -
Debbie Edwards	June 2015	Farm Bureau Financial Services(The Richards Group)-FBFS Brand Campaign 2015 (B/CL)	\$ 25,253.69	NO	N/A	\$ -

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Debbie Edwards	June 2015	French Market Coffee(The Richards Group)-2015 Q2-Q4 Dep (B/CL)	\$	12,751.00	NO	N/A	\$	-
Debbie Edwards	June 2015	French Market Coffee-French Market Coffee Dep (C/IA)	\$		NO	N/A	\$	-
Debbie Edwards	June 2015	Gander Mountain(The Richards Group)-2015 Spring Grand Opening (C/IA)	\$	7,093.58	NO	N/A	\$	-
Debbie Edwards	June 2015	GoRVing, Inc.(The Richards Group)-GoRVing Video 2015 (B/CL)	\$	24,842.73	NO	N/A	\$	-
Debbie Edwards	June 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/CL)	\$	3,721.35	NO	N/A	\$	-
Debbie Edwards	June 2015	MDA Regional Care Centers(The Richards Group)-MDA Anderson Leadership (B/CL)	\$	1,200.49	NO	N/A	\$	-
Debbie Edwards	June 2015	MDA Regional Care Centers(The Richards Group)-MDA HSP (B/CL)	\$	14,958.41	NO	N/A	\$	-
Debbie Edwards	June 2015	New Amsterdam Sports+Horizon Media (NYC)-Q2 2015 Digital Reach (B/CL)	\$		NO	N/A	\$	-
Debbie Edwards	June 2015	Pancreatic Cancer Action Network(The Richards Group)-Pancreatic Cancer Action (B/CL)	\$	13,534.06	NO	N/A	\$	-
Debbie Edwards	June 2015	QuikTrip(The Richards Group)-2015 Promotional Plan (B/CL)	\$	42,056.05	NO	N/A	\$	-
Debbie Edwards	June 2015	Salvation Army 2015 Disaster Relief (B/CL)	\$		NO	N/A	\$	-
Debbie Edwards	June 2015	Suddenlink Advertiser(The Richards Group)-Suddenlink (DR/AM)	\$	0.23	NO	N/A	\$	-
Debbie Edwards	June 2015	Summer's Eve 2015 Video (B/CL)	\$	3,257.64	NO	N/A	\$	-
Debbie Edwards	June 2015	Summer's Eve(The Richards Group)-Summer's Eve 2015 Display (B/CL)	\$	17,748.40	NO	N/A	\$	-
Debbie Edwards	June 2015	Superior Automotive Group(The Richards Group)-2H Launch (B/CL)	\$	2,217.36	NO	N/A	\$	-
Debbie Edwards	June 2015	Texas Scottish Rite Hospital for Children (B/CL)	\$	2,099.19	NO	N/A	\$	-
Debbie Edwards	June 2015	Texas Scottish Rite Hospital for Children(The Richards Group)-HEAVY UP (B/CL)	\$	2,118.51	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Continental Video 2015 (DR/NM)	\$	19,433.42	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Generic Video 2015 (DR/NM)	\$	16,302.75	NO	N/A	\$	-
Debbie Edwards	June 2015	Tire Rack(The Richards Group)-Goodyear Video 2015 (DR/NM)	\$	51,597.49	NO	N/A	\$	-
			\$	1,064,296.61			\$	13,395.25

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COLLECTIVE\_EDWARDS\_00000015

**EXHIBIT “I”**



**From:** Debbie Edwards <dedwards@collective.com>  
**Sent:** Thursday, July 2, 2015 5:42 PM  
**To:** Joe Appendi <joe@collective.com>  
**Subject:** Fwd: HR - Related: Offboarding Information - Debbie Edwards

---

Hi Joe, I have done everything to set Collective up for success in the SW. I have been a team player for years and I have worked my tail off to earn this commission. Is this really your policy?

Thanks, Debbie

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** Melissa Mauricio <mmauricio@collective.com>  
**Date:** 07/02/2015 3:08 PM (GMT-06:00)  
**To:** Debbie Edwards <dedwards@collective.com>, Kaitlyn Fowler <kfowler@collective.com>, Lana Greenbaum <lgreenbaum@collective.com>  
**Cc:** Holly McCall <hmccall@collective.com>, Julie Kurtz <pallen@collective.com>, debbieaedwards@gmail.com  
**Subject:** Re: HR - Related: Offboarding Information - Debbie Edwards

Hi Debbie,

I've escalated your concerns, but as I mentioned during our phone call, we have not made any exceptions to the policy, and we have made a collective decision to stick to the policy.

Thank you,

**Melissa Mauricio**  
Director, Human Resources

E. mmauricio@collective.com  
T. 310.974.6484  
M. 562.338.5858  
A. 2042 Armacost Avenue  
Los Angeles, CA 90025



---

**From:** Debbie Edwards <dedwards@collective.com>  
**Date:** Thursday, July 2, 2015 at 10:58 AM  
**To:** Kaitlyn Fowler <kfowler@collective.com>, Melissa Mauricio <mmauricio@collective.com>, Lana Greenbaum <lgreenbaum@collective.com>  
**Cc:** Holly McCall <hmccall@collective.com>, Julie Kurtz <pallen@collective.com>, "debbieaedwards@gmail.com" <debbieaedwards@gmail.com>  
**Subject:** RE: HR - Related: Offboarding Information - Debbie Edwards

Hi Melissa,

Thank you for the off-boarding call.

Per our discussion, please confirm at the earliest opportunity that I will be compensated for my sales efforts with commissions through the final day of my employment as was my interpretation of my 2015 commission document and as had been reinforced during my transition discussions with Holly and Kaitlyn.

This would be a major concern for me as I have worked exceedingly hard for Collective and being a strong team player leading the region in sales performance to goal this year and leaving the territory in fantastic shape to exceed its annual goal.

Thanks,  
Debbie

**Debbie Edwards**  
M. 972.523.7897  
E. [dedwards@collective.com](mailto:dedwards@collective.com)

---

**From:** Debbie Edwards  
**Sent:** Thursday, July 02, 2015 12:23 PM  
**To:** Kaitlyn Fowler  
**Cc:** Melissa Mauricio; Lana Greenbaum  
**Subject:** RE: HR - Related: Offboarding Information - Debbie Edwards

Hi Kaitlyn,

Attached is the off boarding check list.

I will be sending the laptop etc back later today/tomorrow AM.

Please let me know anything else you need.

Thanks!

**Debbie Edwards**  
M. 972.523.7897  
E. [dedwards@collective.com](mailto:dedwards@collective.com)

---

**From:** Kaitlyn Fowler

**Sent:** Tuesday, June 23, 2015 12:07 PM  
**To:** Debbie Edwards  
**Cc:** Melissa Mauricio; Lana Greenbaum  
**Subject:** HR - Related: Offboarding Information - Debbie Edwards

Hi Debbie,

Here is the information you need to know for off boarding:

Please complete Collective's Exit Survey <https://www.surveymonkey.com/s/collectiveexit> prior to your last day. Your HRBP will be reaching out to you to schedule your exit interview, if she has not already.

On your last day, you must email following items to me:

- 1) Offboarding Checklist (attached)
- 2) Please coordinate with IT to ship your laptop and any other equipment

**Payroll/Benefits:**

- 1) Payroll: Your last paycheck will be through direct deposit in the pay period following your termination date with regular payroll deductions.
- 2) Benefits: Your benefits will be terminated at the end of the month following your termination date. You will be able to submit claims against your FSA account for any transactions prior to your termination date. Receipts are not required for parking or transit claims, and if you have a medical FSA account you may choose to continue this through COBRA.
- 3) COBRA: COBRA paperwork will be sent to your home address within 2 weeks of your termination date. PDF packets are also available upon request.

Please let me or your HRBP know if you have any additional questions.

Thank you,  
Kaitlyn

**From:** Debbie Edwards </O=EXCH023/OU=EXCHANGE ADMINISTRATIVE (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DEDWARDS@COLLM  
**Sent:** Monday, January 26, 2015 4:29 PM  
**To:** Holly McCall <hmccall@collective.com>; Beth Gardenhire <bgardenhire@collective.com>  
**Subject:** RE: Compensation Plans

---

Hi Holly, Wednesday works for me too. I can do 5pm or 5:30 too if we want to get an early start.

Thanks  
Debbie

**Debbie Edwards**  
M. 972.523.7897  
E. dedwards@collective.com

---

**From:** Holly McCall  
**Sent:** Monday, January 26, 2015 3:22 PM  
**To:** Debbie Edwards; Beth Gardenhire  
**Subject:** Compensation Plans

Hi ladies –

I have good news and not so good news....the good news is that I am looking forward to seeing you this week! The not so great news is that unfortunately I don't think I will have the comp plans for you until Wednesday. Apologies for the delay – we found inaccuracies across the teams and want to make sure we get this right!

Are you both ok with dinner at 6 pm Wednesday night? Do you guys have a preference on places below?

<http://www.victorytavern.com/>

<http://www.kenichidallas.com/>

<http://www.stampede66.com/>

Best,  
Holly

**Holly McCall**  
Director, Central Sales

E. [hmccall@collective.com](mailto:hmccall@collective.com)  
T. 312.646.7037  
M. 312.371.0173



<http://www.Collective.com>

**From:** Holly McCall <hmccall@collective.com>  
**Sent:** Wednesday, January 28, 2015 4:30 PM  
**To:** Debbie Edwards <dedwards@collective.com>  
**Subject:** 2015 Compensation Plan  
**Attach:** Debbie Edwards 2015 Compensation.xlsx

---

Hi Debbie

Please find your enclosed compensation plan for 2015 – looking forward to reviewing it with you and addressing any questions you may have. Hoping to be in the lobby shortly!

Best,  
Holly

**Holly McCall**  
Director, Central Sales

E. [hmccall@collective.com](mailto:hmccall@collective.com)  
T. 312.646.7037  
M. 312.371.0173



<http://www.Collective.com>

**From:** Debbie Edwards </O=EXCH023/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DEDWARDS@COLLMEDIA2010870>  
**Sent:** Monday, June 22, 2015 5:46 PM  
**To:** Holly McCall <hmccall@collective.com>  
**Subject:** Edwards Resignation  
**Attach:** Debbie Edwards Resignation Doc.docx

---

Dear Holly,

Per our discussion, I am submitting a two-week notice of my resignation from Collective with a final date of employment of 7/3.

I am very grateful for my time at Collective and wish you and the company continued success.

Please let me know how to make this an easy transition for Collective and feel free to contact me any time to answer any questions or be of help.

All my best,  
Debbie Edwards  
[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)  
972-523-7897

**Debbie Edwards**  
Senior Sales Director, Southwest Region

E. [dedwards@collective.com](mailto:dedwards@collective.com)  
T. 972.355.5823  
M. 972.523.7897



<http://www.Collective.com>

**EXHIBIT “J”**

**AFFIDAVIT OF MAILING**

STATE OF NEW YORK       )  
COUNTY OF QUEENS       ) ss.:

I, MERCEDES PALAGUACHI, being duly sworn, deposes and says, that deponent is not a party to this action, is over 18 years of age and resides in Queens, New York; that on November 29, 2017, deponent served the within, **AFFIRMATION IN OPPOSITION and EXHIBITS**, upon:


Jennifer S. Schiefelbein, Esq.  
David R. Marshall, Esq.  
LOCKE LORD LLP  
Attorneys for Defendant  
COLLECTIVE, INC.  
200 Vesey Street, 20th Floor  
New York, New York 10281-2101  
(973) 520-2335

the address designed by said attorney(s) for that purpose by depositing a true copy of same enclosed in a post-paid, properly addressed wrapper, in a post office/official depository under the exclusive care and custody of the United States Postal Service with the State of New York.

  
MERCEDES PALAGUACHI

Sworn to before me this  
29<sup>th</sup> day of November, 2017

  
NOTARY PUBLIC

Gloria M. Ospino  
Notary Public, State of New York  
010S6238138  
Qualified in Queens County  
Commission Expires April 04, 2017 



### Commission Template Model

Q1 Pay	Base Salary	Q1 Goal	Rev Delivered	RLM %	Commission	Total Pay
Q1 Comp	\$36,250	\$534,124	\$534,124	55%	\$22,766	\$59,016
Q1 Pay			Comm % >>>>	4.26%		
Q2 Pay	Base Salary	Q2 Goal	Delivered Disp	RLM %	Commission	Total Pay
Q2 Comp	\$36,250	\$731,995	\$731,995	55%	\$31,200	\$67,450
Q2 Pay			Comm % >>>>	4.26%		
Q3 Pay	Base Salary	Q3 Goal	Delivered Disp	RLM %	Commission	Total Pay
Q3 Comp	\$36,250	\$762,354	\$762,354	55%	\$32,494	\$68,744
Q3 Pay			Comm % >>>>	4.26%		
Q4 Pay	Base Salary	Q4 Goal	Delivered Disp	RLM %	Commission	Total Pay
Q4 Comp	\$36,250	\$1,021,527	\$1,021,527	55%	\$43,541	\$79,791
Q4 Pay			Comm % >>>>	4.26%		
Yearly	Base Salary	2015 Goal	Delivered Disp	RLM %	Commission	Total Pay
Total Comp	\$145,000	\$3,050,000	\$3,050,000	55%	\$130,000	\$275,000

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COLLECTIVE\_EDWARDS\_000000017



**Receipt of Social Media Policy for Employee Handbook**

*This page is to be completed by the employee and returned to the Human Resources Department upon receipt of this Social Media Policy.*

I have this day received a copy of the Collective Media, Inc. (the "Company") Social Media Policy.

I UNDERSTAND THIS SOCIAL MEDIA POLICY IS AN ADDENDUM TO THE EMPLOYEE HANDBOOK. I UNDERSTAND THIS EMPLOYEE HANDBOOK IS A GENERAL GUIDE, THAT THE PROVISIONS OF THE EMPLOYEE HANDBOOK DO NOT CONSTITUTE AN EMPLOYMENT CONTRACT OR GUARANTEE OF CONTINUED EMPLOYMENT, AND THAT MY EMPLOYMENT IS "AT WILL." AS AN EMPLOYEE-AT-WILL, I UNDERSTAND THAT I MAY TERMINATE MY EMPLOYMENT AT ANY TIME. SIMILARLY, THE COMPANY MAY TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE. I FURTHER UNDERSTAND THAT THE COMPANY RESERVES THE RIGHT TO CHANGE THE POLICIES AND PRACTICES OF THE EMPLOYEE HANDBOOK AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

RECEIVED BY:

Debbie Edwards

Employee's Name- Please Print

Debbie Edwards

Employee's Signature

3/21/2012

Date

CONFIDENTIAL

COLLECTIVE\_EDWARDS\_00000012

Debbie Edwards  
SW Senior Sales Director  
Collective Dallas Office

**EDWARDS RESIGNATION LETTER**

**6/22/2015**

Dear Holly,

Per our discussion, I am submitting a two-week notice of my resignation from Collective with a final date of employment of 7/3.

I am very grateful for my time at Collective and wish you and the company continued success.

Please let me know how to make this an easy transition for Collective and feel free to contact me any time to answer any questions or be of help.

All my best,

Debbie Edwards

[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)

972-523-7897

**COLLECTIVE\_EDWARDS\_00000013**

Debbie,

I am in receipt of your email from Friday, July 17th. I'd be more than happy to discuss the details of your email with you and/or your legal counsel. As counsel for Collective, Inc., I am not ethically permitted to communicate directly with you if you are represented by counsel unless you choose otherwise. Please let me know if you have availability to discuss sometime tomorrow. If you are represented by counsel, please provide me with his/her contact information and I can discuss with them directly. Otherwise, I look forward to hearing from you and resolving this matter accordingly.

Kind regards,

Jason

**Jason Koye**

Assistant General Counsel

E. [jkoye@collective.com](mailto:jkoye@collective.com)

T. 646.289.8855

M. 404.441.9599

A. 229 W. 43rd St, 8th Floor  
New York, NY 10036

Jason

**Jason Koye**

Assistant General Counsel

E. [jkoye@collective.com](mailto:jkoye@collective.com)

T. 646.289.8855

M. 404.441.9599

A. 229 W. 43rd St., 8th Floor  
New York, NY 10036

---

**From:** Debbie Edwards <[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)>

**Date:** Tuesday, July 21, 2015 at 10:46 AM

**To:** Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)>, "MHerndon@dalefamilylaw.com"  
<[MHerndon@dalefamilylaw.com](mailto:MHerndon@dalefamilylaw.com)>

**Subject:** Re: July 17th email

Hi Jason,

I am back to back today but have some flexibility Wednesday afternoon, Thursday morning or Friday morning.

Thanks

Debbie

DEBBIE EDWARDS

P: 972.355.5823 M: 972.523.7897

E: [debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)

<http://www.linkedin.com/in/DebbieEdwards>

On Mon, Jul 20, 2015 at 6:04 PM, Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)> wrote:

**NOTICE TO ATTORNEYS REGARDING ESERVICE AND NOTICE BY EMAIL:**

THE ESERVICE AND NOTICE ADDRESS BY EMAIL FOR THIS ATTORNEY IS [eservicemlh@dalefamilylaw.com](mailto:eservicemlh@dalefamilylaw.com).

Description: Description:  
cid:image001.png@01CCED58.DEED4B60

1800 St. James Place, Ste. 620

Houston, Tx. 77056

Tel: (713) 600-1717

Fax: (713) 600-1718

[mherndon@dalefamilylaw.com](mailto:mherndon@dalefamilylaw.com)

CONFIDENTIALITY NOTICE: This information and any accompanying document(s) are protected by the attorney-client and/or the attorney/work product privileges. Any disclosure, copying, distribution, or the taking of any action in reliance upon this material is strictly prohibited unless authorized by Laura Dale & Associates, P.C. Any unauthorized disclosure shall not constitute a waiver of all applicable privileges. If you have received material in error, please immediately notify our firm by telephone (713) 600-1717. In compliance with regulations issued by the Internal Revenue Service, we inform you that any federal tax advice contained in this communication including any attachments was not written to be used and may not be used by any person to avoid any penalties under the Internal Revenue Code

---

**From:** Jason Koye [mailto:[jkoye@collective.com](mailto:jkoye@collective.com)]  
**Sent:** Tuesday, July 21, 2015 2:58 PM  
**To:** Debbie Edwards; Mike Herndon  
**Subject:** Re: July 17th email

Debbie,

I am available tomorrow afternoon. Please let me know what time works for you and I can send an invite.

Jason

**Jason Koye**

Assistant General Counsel

E. [jkoye@collective.com](mailto:jkoye@collective.com)

T. 646.289.8855

M. 404.441.9599

A. 229 W. 43rd St., 8th Floor  
New York, NY 10036

---

**From:** Debbie Edwards <[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)>

**Date:** Wednesday, July 22, 2015 at 9:58 AM

**To:** Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)>

**Cc:** Mike Herndon <[MHerndon@dalefamilylaw.com](mailto:MHerndon@dalefamilylaw.com)>

**Subject:** Re: July 17th email

I am driving right now so that would be best

On Jul 22, 2015 8:45 AM, "Jason Koye" <[jkoye@collective.com](mailto:jkoye@collective.com)> wrote:

That works for me. 3:00 PM CST / 4:00 PM EST. Would you like me to send an invite with conference line dial in info?

Jason

---

**From:** Debbie Edwards <[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)>

**Date:** Wednesday, July 22, 2015 at 9:43 AM

**To:** Mike Herndon <[MHerndon@dalefamilylaw.com](mailto:MHerndon@dalefamilylaw.com)>

**Cc:** Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)>

**Subject:** RE: July 17th email

Thanks how does 3 central work for today ?

On Jul 21, 2015 3:10 PM, "Mike Herndon" <[MHerndon@dalefamilylaw.com](mailto:MHerndon@dalefamilylaw.com)> wrote:

Jason and Debbie,

My calendar is clear tomorrow afternoon.

Mike Herndon

To: cervini07@yahoo.com;

Date: Tuesday, September 29, 2015 6:48 PM

DEBBIE EDWARDS

P: 972.355.5823 M: 972.523.7897

E: debbieaedwards@gmail.com

<http://www.linkedin.com/in/DebbieEdwards>

----- Forwarded message -----

From: **Debbie Edwards** <[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)>

Date: Thu, Jul 23, 2015 at 2:25 PM

Subject: Re: July 17th email

To: Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)>

Cc: Mike Herndon <[MHerndon@dalefamilylaw.com](mailto:MHerndon@dalefamilylaw.com)>

Great - thanks.

DEBBIE EDWARDS

P: 972.355.5823 M: 972.523.7897

E: debbieaedwards@gmail.com

<http://www.linkedin.com/in/DebbieEdwards>

On Thu, Jul 23, 2015 at 2:24 PM, Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)> wrote:

It should. Same dial in?

Thank you,  
Jason

---

From: **Debbie Edwards** <[debbieaedwards@gmail.com](mailto:debbieaedwards@gmail.com)>

Date: Thursday, July 23, 2015 at 2:50 PM

To: Jason Koye <[jkoye@collective.com](mailto:jkoye@collective.com)>

Cc: Mike Herndon <[MHerndon@dalefamilylaw.com](mailto:MHerndon@dalefamilylaw.com)>

Subject: Re: July 17th email

Hey Jason,

Thanks for getting back to us. Looks like between our schedules 4:30 pm central time would work today... would that work for you?

Best,  
Debbie

DEBBIE EDWARDS

P: 972.355.5823 M: 972.523.7897

E: debbieaedwards@gmail.com



On your last day, you must email following items to me:

- 1) Offboarding Checklist (attached)
- 2) Please coordinate with IT to ship your laptop and any other equipment

**Payroll/Benefits:**

- 1) Payroll: Your last paycheck will be through direct deposit in the pay period following your termination date with regular payroll deductions.
- 2) Benefits: Your benefits will be terminated at the end of the month following your termination date. You will be able to submit claims against your FSA account for any transactions prior to your termination date. Receipts are not required for parking or transit claims, and if you have a medical FSA account you may choose to continue this through COBRA.
- 3) COBRA: COBRA paperwork will be sent to your home address within 2 weeks of your termination date. PDF packets are also available upon request.

Please let me or your HRBP know if you have any additional questions.

Thank you,

Kaitlyn

---

**From:** Debbie Edwards  
**Sent:** Thursday, July 02, 2015 12:23 PM  
**To:** Kaitlyn Fowler  
**Cc:** Melissa Mauricio; Lana Greenbaum  
**Subject:** RE: HR - Related: Offboarding Information - Debbie Edwards

Hi Kaitlyn,

Attached is the off boarding check list.

I will be sending the laptop etc back later today/tomorrow AM.

Please let me know anything else you need.

Thanks!

**Debbie Edwards**

M. 972.523.7897

E. dedwards@collective.com

---

**From:** Kaitlyn Fowler  
**Sent:** Tuesday, June 23, 2015 12:07 PM  
**To:** Debbie Edwards  
**Cc:** Melissa Mauricio; Lana Greenbaum  
**Subject:** HR - Related: Offboarding Information - Debbie Edwards

Hi Debbie,

Here is the information you need to know for off boarding:

E. mmauricio@collective.com

T. 310.974.6484

M. 562.338.5858

A. 2042 Armacost Avenue

Los Angeles, CA 90025

<3EBEA6BB-E04D-4D52-AF7B-14A0AF58C0A9[808].png>

---

**From:** Debbie Edwards <dedwards@collective.com>

**Date:** Thursday, July 2, 2015 at 10:58 AM

**To:** Kaitlyn Fowler <kfowler@collective.com>, Melissa Mauricio <mmauricio@collective.com>, Lana Greenbaum <lgreenbaum@collective.com>

**Cc:** Holly McCall <hmccall@collective.com>, Julie Kurtz <pallen@collective.com>, "debbieaedwards@gmail.com" <debbieaedwards@gmail.com>

**Subject:** RE: HR - Related: Offboarding Information - Debbie Edwards

Hi Melissa,

Thank you for the off-boarding call.

Per our discussion, please confirm at the earliest opportunity that I will be compensated for my sales efforts with commissions through the final day of my employment as was my interpretation of my 2015 commission document and as had been reinforced during my transition discussions with Holly and Kaitlyn.

This would be a major concern for me as I have worked exceedingly hard for Collective and being a strong team player leading the region in sales performance to goal this year and leaving the territory in fantastic shape to exceed its annual goal.

Thanks,

Debbie

Debbie Edwards

Got it thanks

Sent from Yahoo Mail on Android

---

**From:** "Debbie Edwards" <debbieaedwards@gmail.com>  
**Date:** Tue, Sep 29, 2015 at 6:49 PM  
**Subject:** Fwd: RESPONSE REQUIRED - Edwards Q2 Commission Compensation

DEBBIE EDWARDS  
P: 972.355.5823 M: 972.523.7897  
E: debbieaedwards@gmail.com  
<http://www.linkedin.com/in/DebbieEdwards>

----- Forwarded message -----

**From:** Debbie Edwards <debbieaedwards@gmail.com>  
**Date:** Fri, Jul 17, 2015 at 2:56 PM  
**Subject:** RESPONSE REQUIRED - Edwards Q2 Commission Compensation  
**To:** Joe Apprendi <joe@collective.com>, Holly McCall <hmccall@collective.com>, Julie Kurtz <pallen@collective.com>, Lana Greenbaum <lgreenbaum@collective.com>, Kaitlyn Fowler <kfowler@collective.com>, Melissa Mauricio <mmauricio@collective.com>, Jason Koye <jkoye@collective.com>

Joe, Holly, Julie, Jason, Kaitlyn, Melissa, and Lana:

I have sought legal counsel. Per their direction this note serves as a formal dispute of Edwards Q2 earned commissions per section 6 of the attached 2015 Sales Compensation Plan Summary.

Per Section 3 of the same document: Termination of a commission sales professional's employment shall not void the liability of the Company to the commission sales professional for commissions earned prior to the effective date of such termination.

I do not have access to the AMP or Xactly systems at this time to see how final adjusted revenues netted however on July 3, Edwards Q2 revenues were at \$1,069,658.46. At 4.26% commission per the commission template excel attached by Q2 earned commissions should be at \$45,567.43

I will proceed with legal action if I am not rightfully compensated.

deductions.

- 2) Benefits: Your benefits will be terminated at the end of the month following your termination date. You will be able to submit claims against your FSA account for any transactions prior to your termination date. Receipts are not required for parking or transit claims, and if you have a medical FSA account you may choose to continue this through COBRA.
- 3) COBRA: COBRA paperwork will be sent to your home address within 2 weeks of your termination date. PDF packets are also available upon request.

Please let me or your HRBP know if you have any additional questions.

Thank you,

Kaitlyn

M. 972.523.7897

E. dedwards@collective.com

**From:** Kaithyn Fowler

**Sent:** Tuesday, June 23, 2015 12:07 PM

**To:** Debbie Edwards

**Cc:** Melissa Mauricio; Lana Greenbaum

**Subject:** HR - Related: Offboarding Information - Debbie Edwards

Hi Debbie,

Here is the information you need to know for off boarding:

Please complete Collective's Exit Survey <https://www.surveymonkey.com/s/collectiveexit> prior to your last day. Your HRBP will be reaching out to you to schedule your exit interview, if she has not already.

On your last day, you must email following items to me:

1) Offboarding Checklist (attached)

2) Please coordinate with IT to ship your laptop and any other equipment

Payroll/Benefits:

1) Payroll: Your last paycheck will be through direct deposit in the pay period following your termination date with regular payroll

Kathlyn Fowler  
HR Associate  
E. kfowler@collective.com  
T. (646) 786-6891  
C. (646) 770-7744  
A. 229 W. 43rd St., 8th Floor  
New York, NY 10036

On Jul 10, 2015, at 4:56 PM, Debbie Edwards <debbieedwards@gmail.com> wrote:

Hi Team,

Please confirm at your earliest convenience when I will be receiving Edwards q2 commission compensation.

Thanks,  
Debbie

DEBBIE EDWARDS  
P: 972.355.5823 M: 972.523.7897  
E: debbieedwards@gmail.com  
<http://www.linkedin.com/in/DebbieEdwards>

On Thu, Jul 2, 2015 at 3:08 PM, Melissa Mauricio <mmauricio@collective.com> wrote:  
Hi Debbie,

I've escalated your concerns, but as I mentioned during our phone call, we have not made any exceptions to the policy, and we have made a collective decision to stick to the policy.

Thank you,

**Melissa Mauricio**

Director, Human Resources

E. mmauricio@collective.com

Debbie Edwards

Central

# Commission Template Model

AMP RLM% Goal 55%

Debbie Edwards	Commission %	Base Salary	Goal (Gross Rev)	Commission	Total Pay
0% - 44.9%	2.13%	\$145,000	\$3,050,000	\$65,000	\$210,000
45% - 54.9%	3.20%	\$145,000	\$3,050,000	\$97,500	\$242,500
55%+	4.26%	\$145,000	\$3,050,000	\$130,000	\$275,000

<<<< TCC At Goal

Quarterly Goal Allocation	% of Yearly Goal	Quarterly Goal (Gross)
Q1	17.5%	\$534,124
Q2	24.0%	\$731,995
Q3	25.0%	\$762,354
Q4	33.5%	\$1,021,527
		\$3,050,000



Sincerely,

Debbie Edwards

DEBBIE EDWARDS

P: 972.355.5823 M: 972.523.7897

E: debbieaedwards@gmail.com

<http://www.linkedin.com/in/DebbieEdwards>

On Fri, Jul 10, 2015 at 6:12 PM, Kaitlyn Fowler <kfowler@collective.com> wrote:

Hi Debbie,

Per our policy as Melissa mentioned below, it is not out policy to pay out commissions unless the employee is active at the time of payout, so we will not be paying out the commission.

Thanks,  
Kaitlyn

Kaitlyn Fowler

HR Associate

E. kfowler@collective.com

T. (646) 786-6891

C. (646) 770-7744

A. 229 W. 43rd St., 8th Floor

New York, NY 10036

On Jul 10, 2015, at 4:56 PM, Debbie Edwards <debbieaedwards@gmail.com> wrote:

Hi Team,

Please confirm at your earliest convenience when I will be receiving Edwards q2 commission compensation.

Thanks,  
Debbie

DEBBIE EDWARDS

P: 972.355.5823 M: 972.523.7897

E: debbieaedwards@gmail.com

<http://www.linkedin.com/in/DebbieEdwards>

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Thank you,

**Melissa Mauricio**

Debbie Edwards

Central

**Commission Template Model**

AIMP RLM% Goal 55%

Debbie Edwards	Commission %	Base Salary	Goal (Gross Pay)	Commission	Total Pay
0% - 44.9%	2.13%	\$145,000	\$3,050,000	\$65,000	\$210,000
45% - 54.9%	3.20%	\$145,000	\$3,050,000	\$97,500	\$242,500
55%+	4.26%	\$145,000	\$3,050,000	\$130,000	\$275,000

<<<< TCC At Goal

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Q4	33.5%	\$1,021,527
		\$3,050,000

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Salesperson	Period	Order	Gross Revenue Per AMP	Billed & Paid?	Date Collected	Commission
Debbie Edwards	April 2015	Farm Bureau Financial Services/The Richards Group-FBFS Brand Campaign 2015 (C/A)	\$ 28,489.32	PAID	June	\$ 1,214.30
Debbie Edwards	April 2015	Gander Mountain/The Richards Group-2015 Spring Grand Opening (C/A)	\$ 16,611.64	PAID	June	\$ 708.04
Debbie Edwards	April 2015	GoRVing, Inc./The Richards Group-GoRVing Video 2015 (C/A)	\$ 20,107.58	PAID	June	\$ 857.05
Debbie Edwards	April 2015	MDA Regional Care Centers/The Richards Group-MD Anderson Leadership (C/A)	\$ 13,141.17	PAID	June	\$ 560.12
Debbie Edwards	April 2015	MDA Regional Care Centers/The Richards Group-MDA HSP (C/A)	\$ 17,534.58	PAID	June	\$ 747.38
Debbie Edwards	April 2015	QuikTrip - FSC Digital Standard (C/A)	\$ 9,013.92	PAID	June	\$ 288.15
Debbie Edwards	April 2015	Summer's Eve 2015 Video (C/A)	\$ 13,451.20	PAID	June	\$ 286.67
Debbie Edwards	April 2015	Summer's Eve/The Richards Group-Summer's Eve 2015 Display (C/A)	\$ 8,488.84	PAID	June	\$ 361.82
Debbie Edwards	April 2015	Texas Scottish Rite Hospital for Children (C/A)	\$ 4,204.34	PAID	June	\$ 179.20
Debbie Edwards	April 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/A)	\$ 27,118.87	PAID	June	\$ 1,155.89
Debbie Edwards	April 2015	Suddenlink Advertiser/The Richards Group-Suddenlink (D/R/AM)	\$ 18,194.69	PAID	June	\$ 581.63
Debbie Edwards	April 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/R)	\$ 6,555.83	PAID	June	\$ 209.57
Debbie Edwards	May 2015	French Market Coffee/The Richards Group-2015 Q2-Q4 Disp (C/A)	\$ 2,293.14	PAID	7/2/2015	\$ 97.74
Debbie Edwards	May 2015	Gander Mountain/The Richards Group-2015 Spring Grand Opening (C/A)	\$ 31,955.38	PAID	7/6/2015	\$ 1,362.03
Debbie Edwards	May 2015	GoRVing, Inc./The Richards Group-GoRVing Video 2015 (C/A)	\$ 20,380.24	PAID	7/6/2015	\$ 868.67
Debbie Edwards	May 2015	Summer's Eve 2015 Video (C/A)	\$ 9,344.60	PAID	7/6/2015	\$ 199.15
Debbie Edwards	May 2015	Summer's Eve/The Richards Group-Summer's Eve 2015 Display (C/A)	\$ 14,978.82	PAID	7/6/2015	\$ 638.44
Debbie Edwards	May 2015	Texas Scottish Rite Hospital for Children (C/A)	\$ 5,063.04	PAID	7/6/2015	\$ 215.80
Debbie Edwards	May 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (C/A)	\$ 1,491.21	PAID	7/13/2015	\$ 15.89
Debbie Edwards	May 2015	Tire Rack/The Richards Group-Goodyear Video 2015 (D/R/AM)	\$ 12,572.92	PAID	7/27/2015	\$ 267.95
Debbie Edwards	May 2015	Tire Rack/The Richards Group-Generic Video 2015 (D/R/AM)	\$ 9,246.97	PAID	7/27/2015	\$ 295.60
Debbie Edwards	May 2015	Farm Bureau Financial Services/The Richards Group-FBFS Brand Campaign 2015 (C/A)	\$ 25,922.14	PAID	7/27/2015	\$ 1,104.88
Debbie Edwards	May 2015	MDA Regional Care Centers/The Richards Group-MDA HSP (C/A)	\$ 18,421.06	PAID	7/27/2015	\$ 785.16
Debbie Edwards	May 2015	QuikTrip/The Richards Group-2015 Promotional Plan (C/A)	\$ 9,246.55	PAID	7/27/2015	\$ 394.12
Debbie Edwards	April 2015	New Amsterdam Spirits/Horizon Media (NYC)-Q2 2015 Digital Reach (C/A)	\$ 66,367.48	NO	N/A	-
Debbie Edwards	April 2015	AAA 2015 Membership Campaign (D/R/AM)	\$ 16,992.24	NO	N/A	-
Debbie Edwards	April 2015	AAA/The Richards Group-AAA 2015 Video INSURANCE (C/A)	\$ 6,647.79	NO	N/A	-
Debbie Edwards	May 2015	AAA/The Richards Group-AAA 2015 Video Membership (C/A)	\$ 13,634.58	NO	N/A	-
Debbie Edwards	May 2015	AAA/The Richards Group-AAA 2015 Video INSURANCE (C/A)	\$ 17,094.89	NO	N/A	-
Debbie Edwards	May 2015	AAA/The Richards Group-AAA 2015 Video Membership (C/A)	\$ 29,466.74	NO	N/A	-
Debbie Edwards	May 2015	Pancreatic Cancer Action Network/The Richards Group-Pancreatic Cancer Action (C/A)	\$ 16,906.16	NO	N/A	-
Debbie Edwards	May 2015	AAA 2015 Membership Campaign (D/R/AM)	\$ 98,336.44	NO	N/A	-
Debbie Edwards	May 2015	MDA Regional Care Centers/The Richards Group-MD Anderson Leadership (C/A)	\$ 13,017.79	NO	N/A	-
Debbie Edwards	May 2015	QuikTrip 2015 High Impact - Breakfast Pizza (C/A)	\$ 22,878.35	NO	N/A	-
Debbie Edwards	May 2015	Suddenlink Advertiser/The Richards Group-Suddenlink (D/R/AM)	\$ 14,917.07	NO	N/A	-
Debbie Edwards	May 2015	New Amsterdam Spirits/Horizon Media (NYC)-Q2 2015 Digital Reach (C/A)	\$ 16,917.07	NO	N/A	-
Debbie Edwards	May 2015	Home Service Plus(LoveAdvertising)-2015 Plan (B/R)	\$ 5,709.14	NO	N/A	-
Debbie Edwards	April 2015	French Market Coffee/The Richards Group-2015 Q2-Q4 Disp (C/A)	\$ 4.42	N/A	N/A	-
Debbie Edwards	June 2015	AAA 2015 Membership Campaign (D/R/AM)	\$ 32,844.89	NO	N/A	-
Debbie Edwards	June 2015	AAA/The Richards Group-AAA 2015 Video INSURANCE (B/C)	\$ 21,504.30	NO	N/A	-
Debbie Edwards	June 2015	AAA/The Richards Group-AAA 2015 Video Membership (D/R/AM)	\$ 44,142.21	NO	N/A	-
Debbie Edwards	June 2015	Bertolli Olive Oil(Integer Dallas)-Viva Life 2015 Canada (B/ZK)	\$ 37,498.47	NO	N/A	-
Debbie Edwards	June 2015	Farm Bureau Financial Services/The Richards Group-FBFS Brand Campaign 2015 (B/C)	\$ 25,253.69	NO	N/A	-

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Debbie Edwards

**Commission Template Model**

Central  
ANP RLM% Goal 55%

Debbie Edwards	Commission %	Base Salary	Goal (Gross Rev)	Commission	Total Pay
0% - 44.9%	2.13%	\$145,000	\$3,050,000	\$65,000	\$210,000
45% - 54.9%	3.20%	\$145,000	\$3,050,000	\$97,500	\$242,500
55%+	4.26%	\$145,000	\$3,050,000	\$130,000	\$275,000
<<<< TCC At Goal					
Quarterly Goal Allocation	% of Yearly Goal	Quarterly Goal (Gross)			
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